

REMARKS

In the Office Action mailed September 16, 2008, the Examiner rejected claims 1, 6, and 8-12 under 35 U.S.C. §102(e) as anticipated by U.S. Patent 6,779,184 to Puri et al. (Puri) and rejected claims 2-5, 7, and 13-15 under 35 U.S.C. §103(a) as unpatentable over Puri in view of U.S. Patent Publication No. 20050182843 to Reistad et al. (Reistad).

By this amendment, Applicants amend claims 1, 2, 6, and 11 to further define the features of those claims. Applicants submit that no new matter has been introduced since the claim amendments are supported by the specification (see, e.g., paragraph 0022 and FIG. 2).

Claims 1-15 are currently pending.

The Examiner rejected claims 1, 6, and 8-12 under 35 U.S.C. §102(e) as anticipated by Puri. Applicants respectfully traverse this rejection.

Claim 1 recites a combination of features including, among other things, "defining a context object for inclusion in a message, the context object being an abstraction of content of the message, the context object defined in a repository."

On page 7 of the Office Action, the Examiner alleges that Puri discloses a publish and subscribe model in which all messages conform to a common logical definition. Moreover, the Examiner alleges that this "common logical definition" is an "abstraction of the content of the message because it is common to any message type." Applicants disagree with the Examiner's allegations because the Examiner incorrectly characterizes the "common logical definition."

Puri's common logical definition has nothing to do with providing an abstraction of the content of the message. Instead, Puri's common logical definition relates to the structure of messages, i.e., fields allowed in a message. Specifically, Puri states:

In particular, to allow each of the applications 106, 116 , 120 , 126 , 130 , 136 , 140 , 146 , 150 to communicate with one another, **a common logical definition of the structure of such messages must be established**. For example, many applications coupled to the network 100 may utilize, for example, a customer object that includes a plurality of customer attributes, each attribute being stored in a field within the customer object. Different applications coupled to the network, however, may have a different definition of a customer object. For example, one application may require 5 fields within a customer object, while other applications may require that the customer records be populated with 7 fields, only some of which may be in common or appear in the same order as the customer object definitions of other applications with which the application must communicate. The messaging system, according to the present invention, addresses this issue by maintaining a common logical definition of such objects, records and other data structures that are shared among the applications coupled to the network 100. In one embodiment of the present invention, for example, the customer object is preferably populated with a superset of all fields required by each application coupled to the network 100 that utilizes the customer object. In this manner, any field that is not required by any given application is stripped from the customer object, or simply ignored.

Puri, col. 5, lines 31-56 (emphasis added). Because it is clear that Puri's common logical definition is not an abstraction, Puri fails to disclose a context object, much less "defining a context object for inclusion in a message, the context object being an abstraction of content of the message, the context object defined in a repository." Therefore, claim 1 is not anticipated by Puri, and the rejection of claim 1 under 35 U.S.C. § 102(e) should be withdrawn.

Moreover, a careful scrutiny of Puri reveals that Puri teaches away from using the context object as an abstraction of the content of the message. Indeed, Puri is replete with examples of using the content of the message rather than the "abstraction," as recited in claim 1. For example, Puri describes routing messages based on "business information embedded within the distribution messages" rather than use the abstraction of those messages. Specifically, Puri states:

The present invention may also be viewed as a loosely coupled network of applications, comprising an object broker, the object broker receiving and distributing messages over the network; at least one switching means coupled to the object broker, the switching means storing a plurality of rules **adapted to respond to business information embedded within the distributed messages and to switch the distributed messages toward selected applications**; and a high level application program interface (API) disposed between each switching means and each application coupled to the network, each high level API being configured to transform the switched messages to a format appropriate to the selected applications.

Puri, column 2, lines 25-37 (emphasis added). See, also, Puri at col. 4, lines 33-65.

Moreover, Puri states:

Depending, therefore, **upon the type and content of the message** forwarded to a particular high level API 104 , 114 , 118 , 124 , 128 , 134 , 138 , 144 , 148 from one of the switches 102 , 112 , 122 , 132 , one or more low level APIs LLAPI 1 , LLAPI 2 . . . LLAPI n within an application are called by one or more of the high level APIs 104 , 114 , 118 , 124 , 128 , 134 , 138 , 144 , 148.

Puri, col. 7, lines 36- 42 (emphasis added).

In view of the foregoing, it is clear that Puri does not define a context object being an abstraction of the content of the message. Instead, Puri simply uses the content of information embedded in the message. Because Puri fails to disclose the claimed "context object, " Puri fails to disclose at least the following feature of claim 1: "defining a

context object for inclusion in a message, the context object being an abstraction of content of the message, the context object defined in a repository.” Therefore, claim 1 is not anticipated by Puri, and the rejection of claim 1 under 35 U.S.C. § 102(e) should be withdrawn.

Claims 6 and 11, although of different scope, includes recitation similar to those noted above with respect to claim 1. For at least the reasons given above with respect to claim 1, claims 6 and 11 are not anticipated by Puri, and the rejection under 35 U.S.C. § 102(e) of claims 6 and 11, as well as claims 8-9 and 12, at least by reason of their dependency from allowable claims 6 and 11, should be withdrawn.

The Examiner rejected claims 2-5, 7, and 13-15 under 35 U.S.C. § 103(a) as unpatentable over Puri in view of Reistad. Applicants respectfully traverse this rejection.

Claim 2 recites a combination of features including, for example, “defining a context object for inclusion in a message, the context object being an abstraction of content of the message, the context object, stored in a repository, including criteria to enable reuse across one or more interfaces, the context object providing the criteria for determining one or more send steps at one of the interfaces.” For at least the reason noted above, Puri fails to disclose a context object, and thus Puri fails to disclose at least the above-noted “defining” feature recited in claim 2. Moreover, although Reistad discloses SOAP, Reistad fails to cure the noted deficiencies of Puri. Therefore, claim 2 is allowable over Puri and Reistad, whether those reference are taken alone or in combination, and the rejection under 35 U.S.C. § 103(a) of claim 2 should be withdrawn.

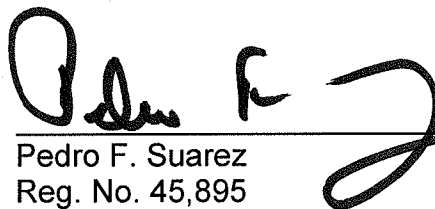
Claims 3-5 depend from claim 1. Claim 7 depends from claim 6. Claims 13-15 depend from claim 11. Because Puri fails to disclose a "context object" and Reistad fails to cure that deficiency, claims 3-5, 7, and 13-15 are allowable over Puri an Reistad, whether those reference are taken alone or in combination, and the rejection under 35 U.S.C. § 103(a) of claims 3-5, 7, and 13-15.

CONCLUSION

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

If there are any questions regarding these amendments and remarks, the Examiner is encouraged to contact the undersigned at the telephone number provided below. No fee is believed to be due, however, the Commissioner is hereby authorized to charge any fees that may be due, or credit any overpayment of same, to Deposit Account No. 50-0311, Reference No. 34874-090/2003P00732US.

Respectfully submitted,


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